IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

NOTICE OF MOTION NO. 778 OF 2007
IN
SUIT NO. 623 OF 2003

Smt. Geeta R. Vira .. Plaintiff
v/s.
Raghavji U. Vira and others .. Defendants

Mr. S.D. Rasal for the plaintiff.
Mr. Umesh P. Kunekar i/by Mr. Vikas Mahajan for the defendant No.1.

CORAM : A.M. KHANWILKAR, J.
DATED : 18TH JUNE, 2007

P.C.

In so far as prayer for reduction of the monthly maintenance amount is concerned, I see no tangible reason to show any indulgence. The order passed on 15th September, 2005 unambiguously records that the defendants themselves invited such an order in the notice of motion taken out by the plaintiff. Perhaps, the only reason given in the affidavit in support is that the defendants have suffered losses. Even so, that can be no basis to deny even maintenance amount to be paid to the plaintiff at the rate of Rs.20,000/- per month. The plaintiff has no other source of income and is entirely dependent on the maintenance amount to be received from the defendants. In the circumstances, relief in terms of prayer clause (a) cannot be granted.

2. In so far as relief in terms of prayer (b) is concerned, this court has already granted liberty to the defendants to negotiate for sale of the assets which form part of the partnership firm. However, the defendant Nos.1 to 6 before finally concluding the deal of executing any document shall take prior permission of the court. That arrangement can be continued till the deal is finally accepted

by this court on the such terms and conditions that may be specified by this court if required. As and when defendant Nos.1 to 6 are able to finalise the deal before entering upon any agreement or making any commitment in any manner with regard to the said properties, shall approach this court with the fresh application asking for necessary relief as may be advised. The same will be considered on its own merits at the appropriate stage. With this observation, motion disposed of.

(A.M. KHANWILKAR, J.)